



**Bid Number: 05-X-36824**

**NOTICE OF AWARD**

**Pre-Measured Chemical Cleaning Packets**

Date Issued: 10/01/04

Purchasing Agency  
State of New Jersey  
Department of the Treasury  
Distribution and Support Services

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## **NOTICE TO BIDDERS**

### **SET-ASIDE CONTRACTS**

**N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10**

PURSUANT TO THE PROVISIONS OF THE NEW JERSEY STATUTE AND ADMINISTRATIVE CODE CITED ABOVE, THIS CONTRACT, OR A PORTION THEREOF, HAS BEEN DESIGNATED AS A SET-ASIDE CONTRACT FOR SMALL BUSINESS. AS INDICATED ON PAGE ONE OF THIS DOCUMENT, AS SUCH, ELIGIBILITY TO BID IS LIMITED TO BIDDERS THAT MEET STATUTORY AND REGULATORY REQUIREMENTS AND HAVE HAD THEIR ELIGIBILITY DETERMINED BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION (COMMERCE). THE DEFINITIONS OF EACH SMALL BUSINESS SET-ASIDE CATEGORY CAN BE FOUND AT N.J.A.C. 17:13-1.2 OR N.J.A.C. 12A:10-1.2. A COPY OF N.J.A.C. CHAPTER 13, GOODS AND SERVICES CONTRACTS FOR SMALL BUSINESSES IS ATTACHED HERETO.

AS YOU WILL SEE IN THE REGULATIONS ATTACHED; "SMALL BUSINESS" MEANS A BUSINESS THAT HAS ITS PRINCIPAL PLACE OF BUSINESS IN THE STATE OF NEW JERSEY, IS INDEPENDENTLY OWNED AND OPERATED, AND HAS NO MORE THAN 100 FULL-TIME EMPLOYEES.

THE NEW PROGRAM PLACES SMALL BUSINESS INTO THE FOLLOWING CATEGORIES: THOSE WITH GROSS REVENUES UP TO \$500,000; THOSE WITH GROSS REVENUES OF UP TO \$5 MILLION; AND THOSE WITH GROSS REVENUES THAT DO NOT EXCEED \$12 MILLION. WHILE COMPANIES REGISTERED AS HAVING REVENUES BELOW \$500,000 CAN BID ON ANY CONTRACT, THOSE EARNING MORE THAN THE \$500,000 AND \$5 MILLION AMOUNTS WILL NOT BE PERMITTED TO BID ON CONTRACTS DESIGNATED FOR REVENUE CLASSIFICATIONS BELOW THEIR RESPECTIVE LEVELS.

EACH BUSINESS INTERESTED IN BIDDING FOR THIS CONTRACT SHOULD PROVIDE, AS PART OF ITS RESPONSE TO THIS SOLICITATION, A COPY OF ITS CURRENT APPROVAL NOTICE FROM THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION. ANY BUSINESS THAT SEEKS TO REGISTER AS A SMALL BUSINESS IS REQUIRED TO SUBMIT A FEE PAYMENT ALONG WITH ITS APPLICATION TO COMMERCE.

ALL NECESSARY FORMS AND ANY ADDITIONAL INFORMATION CONCERNING REGISTRATION MAY BE OBTAINED BY CONTACTING COMMERCE'S OFFICE OF SMALL BUSINESS SERVICES, BY TELEPHONE AT THE NUMBER BELOW, OR BY MAIL, OR IN PERSON BETWEEN THE HOURS OF 9:00 A.M AND 5:00 PM AT THE ADDRESS BELOW:

NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION  
OFFICE OF SMALL BUSINESS SERVICES  
20 WEST STATE STREET - 4TH FLOOR  
PO BOX 820, TRENTON, NJ 08625-0820

TELEPHONE: 609-292-2146

# **IMPORTANT**

**NOTE: T-2267 is a new procurement for the following new products offered in this Request for Proposal (RFP).**

**They are as follows:**

**Pre-Measured Powdered General Purpose Cleaner (Price Line 00001)**

**Pre-Measured Powdered Heavy Duty Detergent/Degreaser (Price Line 00002)**

**Pre-Measured Powdered Quaternary Disinfectant Detergent (Price Line 00003)**

**Pre-Measured Powdered Toilet Bowl Cleaner (Price Line 00004)**

**Pre-Measured Powdered Neutral Floor Cleaner (Price Line 00005)**

## 1.0 INFORMATION FOR BIDDERS

### 1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Department of the Treasury, Distribution and Support Services (DSS) and Cooperative Purchasing Partners. The purpose of this RFP is to solicit bid proposals for:

Pre-Measured Powdered General Purpose Cleaner (Price Line 00001)  
Pre-Measured Powdered Heavy Duty Detergent/Degreaser (Price Line 00002)  
Pre-Measured Powdered Quaternary Disinfectant Detergent (Price Line 00003)  
Pre-Measured Powdered Toilet Bowl Cleaner (Price Line 00004)  
Pre-Measured Powdered Neutral Floor Cleaner (Price Line 00005)

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

### 1.2 BACKGROUND

This is a new contract and hence there is no information available on the State's website for this RFP.

This RFP has been formatted with intent to make one (1) award for each per line item, as explained in Section 6.0 in this RFP.

### 1.3 KEY EVENTS

#### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **Jackie Kemery**

E- Mail: <mailto:Jackie.Kemery@treas.state.nj.us>

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

##### 1.3.1.1 QUESTION PROTOCOL

Questions should be e-mailed in writing to the attention of the assigned Purchase Bureau buyer. Questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

##### 1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is two (2) weeks prior to bid opening date. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.



#### 1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

## 2.0 DEFINITIONS

### 2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies] or Agency[ies]** - The entity[ies] for which the Division has issued this RFP.

### 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

#### 3.1 PRE-MEASURED POWDERED GENERAL PURPOSE CLEANER (PRICE LINE 00001)

##### 3.1.1 SCOPE:

This specification outlines a pre-measured, concentrated, powdered general purpose cleaner. Each individual packet must weigh 0.5 ounces.

##### 3.1.2 INTENDED USE:

This product is intended for institutional use on surfaces such as walls, woodwork, marble, plastic, porcelain, glass, ceramic tile, stainless steel, chrome, terrazzo, concrete, and any other surface not harmed by water. This product must be suitable for most cleaning operations and should be diluted according to the instructions on the label.

##### 3.1.3 APPLICABLE SPECIFICATIONS AND STANDARDS (ASTM):

The general purpose cleaner must meet the current/updated requirements of the following standards:

##### 3.1.4 AMERICAN SOCIETY FOR TESTING AND MATERIALS

<b>ASTM D-501</b>	Standard Methods of Sampling and Chemical Analysis of Alkaline Detergents.
<b>ASTM D-460</b>	Methods for Sampling and Chemical Analysis of Soaps and Soap Products.
<b>ASTM E-70</b>	Standard Method of Test for pH of Aqueous Solutions with a Glass Electrode.
<b>ASTM D-820</b>	Standard Test Method for Chemical Analysis of Soap containing Synthetic Detergents.
<b>ASTM D-56</b>	Standard Method for Testing of Chemical Flash Points.
<b>Federal Standard FED STD 536</b>	Soap and Soap Products (including synthetic detergents), Samples and Testing.

##### 3.1.5 MATERIAL

The general purpose cleaner must consist of a free-flowing powder formulated from builders, surfactants, and other materials as necessary to provide the cleaning properties required within this specification.

##### 3.1.6 DESCRIPTION:

The concentrated powdered general purpose cleaner must be a homogeneous blend of ingredients including builders and surfactants. The product when diluted properly shall exhibit excellent cleaning properties and sufficient deodorizing action. The product must have the ability to quickly penetrate and emulsify both dry and greasy soils. The cleaner must be effective in either hot or cold water as well as soft and hard water. The cleaning powder must be concentrated within pre-measured, water-soluble 0.50 oz. packets. The product must be phosphate free. The individual packets must be water-soluble.

##### 3.1.7 DILUTION RATIO:

Each packet shall be designed to combine with the following amounts of water depending on usage:

Light Cleaning	- 1 packet to 4 or 5 gallons water.
----------------	-------------------------------------

Normal Cleaning	- 1 packet to 3 gallons water.
Very Heavy Cleaning-	- 1 packet to 2 gallons water.

### 3.1.8 APPEARANCE:

The product must be packaged in the manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water soluble, the plastic pail or moisture proof carton with plastic liner must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping and storage. Product powder must be yellow in color. White is not acceptable.

### 3.1.9 CHEMICAL AND PHYSICAL REQUIREMENTS:

The general purpose cleaner must conform to the chemical requirements listed in Table I below:

#### 3.1.9.1 TABLE I REQUIREMENTS

REQUIREMENT	MINIMUM PERCENTAGE	MAXIMUM PERCENTAGE	ASTM TEST METHOD
Moisture and Volatile Matter at 105 degrees C	-----	10%	D501
Total Surfactant Content	5%	-----	D501/D640
pH (1% solution)	8.0	11.0	E70
Sodium Bicarbonate	30%	-----	D501
Sodium Carbonate	10%	-----	D501/D640
Citric Acid	5%	15%	D501/D640
Phosphates	-----	None	D501
Solubility	Must be 100%	-----	D501/D640
Flash Point	-----	None	D56

### 3.1.10 COLOR:

The color of the powdered general purpose cleaner must be yellow. The presence of foreign particles is unacceptable.

### 3.1.11 ODOR:

The general-purpose cleaner packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor and shall not impart such odors to walls, floors, or any surface on which the product will be used.

### 3.1.12 ABRASIVENESS/CORROSION:

The general purpose cleaner must be non-abrasive and non-corrosive in regards to all types of hard surfaces including steel, porcelain, ceramic tile, and sealed surfaces.

### 3.1.13 PACKAGING:

**The finished product must be packaged in individual pre-measured 0.5-ounce packets.** The packet material must be water-soluble and biodegradable. The requested packaging method is one hundred and eighty (180) per case of 0.5 oz. individual packets. This quantity of one hundred and eighty (180) packets per case may vary by (+) or (-) 20%. **However, each case must contain two (2) pail/cartons, regardless of the number of packets per case. Failure to provide two (2) pails/cartons will result in the rejection of its bid proposal for this line item only. The packets must be contained in moisture resistant plastic pails or plastic lined cartons.**

### 3.1.14 LABELING:

The product labeling must be in compliance with Section 3.8 of this RFP. Each plastic pail or carton must be labeled with the following information:

- Brand and Manufacturer's Name
- Name of Product
- Quantity/Net Weight Enclosed
- Directions for Use
- Recommended Storage Precautions
- EPA Number (where applicable)
- CAS Number (where applicable)
- Ingredients

The containers shall be labeled in accordance with the Federal Hazardous Substances Act (CFR Title 16, Part 1500) and the N.J. Right to Know Requirement. The Directions for Use must include the proper ratios of 2, 3, and 4 gallons per packet depending on type of usage.

Each shipment of product must include a copy of the Material Safety Data Sheet (MSDS).

### 3.1.15 SHELF LIFE:

The finished packaged product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent effectiveness for a minimum of one (1) year, stored in closed shipping containers at a temperature range from 32 to 100 degrees F. The internal product and packet material shall also remain dry under variable external humidity conditions and thus retain its shelf-life of one (1) year minimum.

## 3.2 SPECIFICATION FOR PRE-MEASURED, POWDERED, HEAVY DUTY DEGREASER DETERGENT (PRICE LINE 00002).

### 3.2.1 SCOPE:

This specification covers a pre-measured, concentrated, powdered heavy-duty degreaser detergent. Each packet must weigh 1.50 ounces.

### 3.2.2 APPLICABLE SPECIFICATIONS AND STANDARDS

The heavy duty degreaser detergent must meet the current/updated requirements of the following standards:

### 3.2.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS

<b>ASTM D-501</b>	Standard Methods of Sampling and Chemical Analysis of Alkaline Detergents.
<b>ASTM D-460</b>	Methods for Sampling and Chemical Analysis of Soaps and Soap Products.
<b>ASTM E-70</b>	Standard Method of Test for pH of Aqueous Solutions with a Glass Electrode.
<b>ASTM D-820</b>	Standard Test Method for Chemical Analysis of Soap containing Synthetic Detergents.
<b>ASTM D-56</b>	Standard Method for Testing of Chemical Flash Points.
<b>Federal Standard FED STD 536</b>	Soap and Soap Products (including synthetic detergents), Samples and Testing.

### 3.2.4 MATERIAL:

The heavy duty degreaser detergent must consist of a free-flowing powder formulated from builders, surfactants, chelating agents, silicates, and other materials as necessary to provide the cleaning properties required within this specification.

### 3.2.5 DESCRIPTION:

This specification outlines heavy-duty built synthetic detergent with a homogeneous blend of ingredients including synthetic detergents and surfactants. The product when diluted properly shall possess the ability to cut through greasy build-ups and heavy encrustations. The product shall remove grease build-ups on kitchen walls, restaurant floors, and other institutional related surfaces. The product must be fully effective in either hot or cold water as well as soft or hard water. The detergent must be concentrated and contained within pre-measured, water- soluble 1.50 oz. packets. The detergent must be phosphate-free. The product must be packaged in water-soluble packets.

### 3.2.6 DILUTION RATIO:

Each packet shall be designed to combine with the following amounts of water depending on usage:

General Cleaning	1 packet to 4 gallons water.
Normal Degreasing	1 packet to 3 gallons water.
Heavy Degreasing	1 packet to 2 gallons water.

### 3.2.7 APPEARANCE:

The product must be packaged in the manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water soluble, the plastic pail or moisture proof carton with plastic liner must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping and storage.

### 3.2.8 CHEMICAL AND PHYSICAL REQUIREMENTS:

The heavy-duty degreaser detergent shall conform to the chemical requirements listed in Table I below:

#### 3.2.8.1 TABLE I REQUIREMENTS

REQUIREMENT	MINIMUM PERCENTAGE	MAXIMUM PERCENTAGE	TEST METHOD ASTM
Moisture and Volatile Matter at 105 Degrees C		10%	D501
Total Surfactant Content	20%		D501/D460
pH(1% solution)	8.5%	11.5%	E70
Silicates as Si O <sub>2</sub>		12%	D501
Carbonates as Na <sub>2</sub> CO <sub>3</sub>		60%	D501/D460
Phosphates		None	D501
Water Conditioning	Must be present and Buffering Agents		
Solubility	Must be 100%		D501/D460
Flash Point		None	D56

### 3.2.9 COLOR:

The color of the powdered heavy-duty degreaser detergent must be purple. The presence of foreign particles is unacceptable.

### 3.2.10 ODOR:

The degreaser detergent packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor and shall not impart such odors to walls, floors, or any surface on which the product will be used.

### 3.2.11 ABRASIVENESS/CORROSION:

The degreaser detergent must be non-abrasive and non-corrosive in regards to all types of hard surfaces including, steel, porcelain, ceramic tile, and sealed surfaces.

### 3.2.12 PACKAGING:

**The finished product must be packaged in individual pre-measured 1.50-ounce packets.** The packet material must be water-soluble and biodegradable. The requested packaging method is seventy-two (72) 1.50 oz. packets per case. This quantity of seventy-two (72) packets per case may vary by (+) or (-) 20%. **However, each case must contain two (2) pail/cartons, regardless of the number of packets per case. Failure to provide two (2) pails/cartons will result in the rejection of its bid proposal for this line item only. The packets must be contained in moisture resistant plastic pails or plastic lined cartons.**

### 3.2.13 LABELING:

The product labeling must be in compliance with Section 3.9 of this RFP. Each plastic pail or carton must be labeled with the following information:

- Brand and Manufacturer's Name
- Name of Product
- Quantity/Net Weight Enclosed
- Directions for Use
- Recommended Storage Precautions
- EPA Number (where applicable)
- CAS Number (where applicable)
- Ingredients

The containers shall be labeled in accordance with the Federal Hazardous Substances Act (CFR Title 16, Part 1500) and the N.J. Right to Know Requirement. The Directions for use must include the proper ratios of 2, 3, and 4 gallons per packet depending on type of usage.

Each shipment of product must include a copy of the Material Safety Data Sheet (MSDS).

### 3.2.14 SHELF LIFE:

The finished packaged product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent effectiveness for a minimum of one (1) year stored in closed shipping containers at a temperature range from 32 to 100 degrees F. The internal product and packet material shall also remain dry under variable external humidity conditions and thus retain its shelf-life of one (1) year minimum.

### 3.3 PRE-MEASURED CONCENTRATED POWDERED QUATERNARY DISINFECTANT DETERGENT (PRICE LINE 00003)

#### 3.3.1 SCOPE

This specification outlines a pre-measured, concentrated powdered quaternary disinfectant detergent in water-soluble packets. Each individual packet must weigh 0.5 ounces.

##### 3.3.1.1 INTENDED USE

The concentrated powdered quaternary disinfectant detergent covered by this specification is intended for use as a general purpose cleaner and disinfectant. The product must be suitable for most cleaning operations and should be diluted according to the instructions on the label and the instruction sheets contained within each case. It is intended for use in cleaning, deodorizing, sanitizing and disinfecting hard surfaces in hospitals, public buildings and food service areas. It can be used to clean floors, walls, woodwork, painted surfaces, concrete, tile, porcelain, glass, fixtures, equipment, vinyl plastic upholstery, furnishings and many other surfaces that are not harmed by water.

This product must provide adequate disinfections in order to reduce the dangers of cross-infection as a result of contamination of inanimate surfaces.

#### 3.3.2 APPLICABLE SPECIFICATIONS AND STANDARDS

The concentrated powdered quaternary disinfectant detergent must meet the current/updated requirements of the following standards:

##### 3.3.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS

<b>ASTM D501</b>	Standard methods of sampling and chemical analysis of alkaline detergents.
<b>ASTM D460</b>	Methods for sampling and chemical analysis of soaps and soap products.
<b>ASTM E 70</b>	Standard method of test for pH of aqueous solutions with a glass electrode.
<b>ASTM D820</b>	Standard test methods for chemical analysis of soaps containing synthetic detergents.
<b>ASTM D56</b>	Standard Method for testing chemical flash points.
<b>Fed Std-536</b>	Soap and soap products (including synthetic detergents) sampling and testing.

#### 3.3.4 DESCRIPTION REQUIREMENTS

The powdered quaternary disinfectant detergent must be concentrated and contained within pre-measured 0.5 oz. packets. The individual packets must be water-soluble.

#### 3.3.5 SALIENT CHARACTERISTICS

The concentrated powdered quaternary disinfectant detergent must be a multi-purpose, concentrated detergent/germicide formulated to clean and disinfect a variety of different surfaces.

The product must provide excellent detergency properties, efficient cleaning, and sufficient deodorizing action. The concentrated powdered quaternary disinfectant cleaner must contain a combination of Alkyl Dimethyl Benzyl ammonium chlorides to kill a wide variety of pathogenic organisms.

The recommended dilution ratio shall be one packet (0.5 oz) per one gallon of water.



### 3.3.6 APPEARANCE

The product must be packaged in manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water-soluble, the master carton with plastic liner or pail must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping. Product powder must be green in color. White is not acceptable.

### 3.3.7 CHEMICAL AND PHYSICAL REQUIREMENTS

The powdered detergent in packets must conform to the requirements of Table I listed below.

#### 3.3.7.1 TABLE I REQUIREMENTS

REQUIREMENT	MINIMUM PERCENTAGE	MAXIMUM PERCENTAGE	TEST METHOD ASTM
Moisture and Volatile Matter at 105 Degrees C		7.5%	D501
Total Surfactant Content	4%		D501/D460
Total Quaternary Ammonium Chloride Content	15%		D501/D460
Phosphates	None		D501
Sodium Carbonate or Sodium Sulfate as filler		55%	D501
pH (1% Solution)	8.5	11.5	E70
Solubility	Must be 100%		

### 3.3.8 DISINFECTION REQUIREMENTS

The quaternary ammonium disinfectant-detergent, when used as directed on the label in a use-dilution solution, prepared with hard water containing a minimum of 400 ppm hardness as calcium carbonate and 5% (v/v) Sterile Bovine Serum Albumin (BSA) shall be:

<b>Bacterial Against</b>	
<b>Staphylococcus Aureus</b>	(ATCC No 6538)
<b>Salmonella Choleraesius</b>	(ATCC No. 10708)
<b>Pseudomonas Arruginosa</b>	(ATCC No. 15442)
<b>Shigella Dysenteriae</b>	(ATCC No. 12180)
<b>Klebsiella Pneumoniae</b>	(ATCC No. 4352)

<b>Fungicidal Against</b>	
<b>Trichophyton Mentagrophytes</b>	(ATCC NO. 9533)

<b>Virucidal against</b>	
<b>Herpes Simplex I Or II</b>	
<b>Vaccina</b>	
<b>Influenza A2</b>	
<b>HIV-1 (AIDS Virus)</b>	

Effectiveness shall be documented by data from test methods and conditions acceptable under Environmental Protection Agency (EPA) DIS/TSS 1-10.

### 3.3.9 PRODUCT INGREDIENTS

The product must contain a combination of quaternary ammonium chlorides that will comprise a minimum of 15% by weight of the total ingredients. Examples include, but not

limited to Alkyl Dimethyl, Alkyl Dimethyl Ethylbenzyl, Diakyl Dimethyl, Dioctyl Dimethyl, and Octyl Decyl Dimethyl Ammonium Chlorides.

The product must also contain the necessary surfactants in order to be effective as a disinfectant and cleaner.

Each container must display the official EPA Registration Number and EPA Establishment Number.

### 3.3.10 COLOR

The color of the concentrate powdered quaternary disinfectant detergent shall be green; white is unacceptable. Presence of foreign particles is unacceptable.

### 3.3.11 ODOR

The concentrate powdered quaternary disinfectant packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor, and shall not impart such odors onto surfaces washed with this detergent.

### 3.3.12 SHELF LIFE

The product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent/disinfectant effectiveness for a minimum of one year stored in closed shipping containers at a temperature range from 32 to 100 degrees F.

Each delivery must contain a representative copy of the Material Safety Data Sheet (MSDS) for the formulated final product.

### 3.3.13 PACKAGING

**The finished product must be packaged in individual pre-measured 0.5-ounce packets.** The individual packets must be water-soluble. The requested packaging method is four hundred (400) per case. This quantity of four hundred (400) packets per case may vary by (+) or (-) 20%. **The packets must be contained in moisture resistant plastic pails or plastic lined cartons.**

## 3.4 PRE-MEASURED, POWDERED, TOILET BOWL CLEANER PACKETS (PRICE LINE 00004)

### 3.4.1 SCOPE:

This specification covers a pre-measured, concentrated, powdered toilet bowl cleaner in packet form. Each individual packet must weight 0.5 ounces.

### 3.4.2 APPLICABLE SPECIFICATIONS AND STANDARDS:

The toilet bowl cleaner must meet the current/updated requirements of the following standards:

### 3.4.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS

<b>ASTM D501</b>	Standard methods of sampling and chemical analysis of alkaline detergents.
<b>ASTM D460</b>	Methods for sampling and chemical analysis of soaps and soap products.
<b>ASTM E 70</b>	Standard method of test for pH of aqueous solutions with a glass electrode.
<b>ASTM D820</b>	Standard test methods for chemical analysis of soaps containing synthetic detergents.

<b>ASTM D56</b>	Standard Method for testing chemical flash points.
<b>Fed Std-536</b>	Soap and soap products (including synthetic detergents) sampling and testing.

#### 3.4.4 MATERIAL:

The toilet bowl cleaner must be comprised entirely of a free-flowing powder formulated from builders, surfactants, and other materials as necessary to provide the cleaning properties required within specification.

#### 3.4.5 DESCRIPTION:

This specification outlines toilet bowl cleaner powder packets with a homogenous blend of ingredients including surfactants, builders, and citric acid. The product packets when dropped into a bowl must provide excellent cleaning abilities and stain removal. The product shall remove stains produced by soils, lime scale, and urinary salts. The product must not be harmful to plumbing or ceramic bowls. The product must be fully effective in all types of soft and hard waters. The cleaner must be concentrated and contained within pre-measured, water soluble 0.50 oz. packets. The cleaner must be phosphate –free. The individual packets must be water-soluble

#### 3.4.6 DILUTION RATIO:

Each packet shall be designed to mix with the approximate amount of water contained in a standard toilet bowl.

#### 3.4.7 APPEARANCE:

The product must be packaged in the manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water soluble, the plastic pail or moisture proof carton with plastic liner must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping and storage.

#### 3.4.8 CHEMICAL & PHYSICAL REQUIREMENTS:

The powdered toilet bowl cleaner must conform to the chemical requirements listed in Table I below:

#### 3.4.8.1 TABLE I REQUIREMENTS

REQUIREMENT	MINIMUM PERCENTAGE	MAXIMUM PERCENTAGE	ASTM TEST METHOD
Moisture and Volatile Matter at 105 deg. C	10%	D501	
Total Surfactant Content	1%	----	D501/D460
pH (1% solution)	5.0	8.0	E70
Citric Acid Content	10%	30%	D501/D460
Carbonates as Na <sub>2</sub> CO <sub>3</sub>	10%	50%	D501/D460
Phosphates	----	None	D501
Solubility	Must be 100%	-----	D501/D460
Flash Point	>200 Deg. F	-----	D56

#### 3.4.9 COLOR:

The color of the powdered bowl cleaner must be blue. The presence of foreign particles is unacceptable.

#### 3.4.10 ODOR:

The toilet bowl cleaner packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor and shall not impart such odors to walls, floors, or any surface on which the product will be used.

#### 3.4.11 ABRASIVENESS/CORROSION:

The toilet bowl cleaner must be non-abrasive and non-corrosive in regards to all types of hard surfaces including, steel, porcelain, ceramic tile, and sealed surfaces.

#### 3.4.12 PACKAGING:

**The finished product must be packaged in individual pre-measured 0.50 ounce packets.** The packet material must be water-soluble and biodegradable. The requested packaging method is one hundred and eighty (180) 0.5 oz. packets per case. This quantity of one hundred and eighty (180) packets per case may vary by (+) or (-) 20%. **However, each case must contain two (2) pail/cartons, regardless of the number of packets per case. Failure to provide two (2) pails/cartons will result in the rejection of its bid proposal for this line items only. The packets must be contained in moisture resistant plastic pails or plastic lined cartons.**

#### 3.4.13 LABELING:

The product labeling must be in compliance with Section 3.9 of this RFP. Each plastic pail or carton must be labeled with the following information:

- Brand and Manufacturer's Name
- Name of Product
- Quantity/Net Weight Enclosed
- Directions for Use
- Recommended Storage Precautions
- EPA Number (where applicable)
- CAS Number (where applicable)
- Ingredients

The containers shall be labeled in accordance with the Federal Hazardous Substances Act (CFR Title 16, Part 1500) and the N.J. Right to Know Requirement. The Directions for Use must include the proper instructions of one packet per toilet bowl of water.

Each shipment of product must include a copy of the Material Safety Data Sheet.

#### 3.4.14 SHELF LIFE:

The finished packaged product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent effectiveness for a minimum of one (1) year stored in closed shipping containers at a temperature range from 32 to 100 degrees F. The internal product and packet material shall also remain dry under variable external humidity conditions and thus retain its shelf-life of one (1) year minimum.

### 3.5 PRE-MEASURED, POWDERED, NEUTRAL FLOOR CLEANER PACKETS (PRICE LINE 00005)

#### 3.5.1 SCOPE:

This specification outlines a pre-measured, concentrated, powdered neutral floor cleaner. The neutral floor cleaner is intended for routine cleaning and maintenance of institutional floors. Each individual packet must weight 0.5 ounces.

#### 3.5.2 APPLICABLE SPECIFICATIONS AND STANDARDS:

The neutral floor cleaner must meet the current/updated requirements of the following standards:

#### 3.5.3 AMERICAN SOCIETY FOR TESTING AND MATERIALS

Unless otherwise specified, the following documents of the issue in effect on date of Request for Proposal, form a part of this document to the intent specified herein:

<b>ASTM D501</b>	Standard methods of sampling and chemical analysis of alkaline detergents.
<b>ASTM D460</b>	Methods for sampling and chemical analysis of soaps and soap products.
<b>ASTM E 70</b>	Standard method of test for pH of aqueous solutions with a glass electrode.
<b>ASTM D820</b>	Standard test methods for chemical analysis of soaps containing synthetic detergents.
<b>ASTM D56</b>	Standard Method for testing chemical flash points.
<b>Fed Std-536</b>	Soap and soap products (including synthetic detergents) sampling and testing.

#### 3.5.4 MATERIAL REQUIREMENTS:

The neutral floor cleaner compound must be a free flowing powder formulated from surfactants, builders, wetting agents, and other materials as necessary to comply with the cleaning properties required within this specification. This product must possess a neutral pH in order to further protect floor finishes.

#### 3.5.5 DESCRIPTION:

The compound when diluted properly, must remove all soils and stains from all types of floors without harming the floor's finish. The product must also leave a pleasant and mild fragrance in the surrounding areas after cleaning. The product shall be homogeneous and not contain sediment or abrasive agents. The product shall not be irritating and must be safe for use on all types of floors. This includes tile floors, linoleum, terrazzo, masonry, sealed wood, cork, marble, slate, vinyl, asphalt, ceramics, and others. The product must be completely effective in soft or hard water. The product must be concentrated and

contained within pre-measured, water-soluble 0.50 oz. packets. The product must be phosphate-free. The product must be packaged in water-soluble packets.

### 3.5.6 DILUTION RATIO:

Each packet shall be designed to combine with the following amounts of water depending on usage:

Light Cleaning	1 packet to 5 or 6 gallons water.
Moderate Cleaning	1 packet to 4 gallons water.
Heavy Cleaning	1 packet to 3 gallons water.

### 3.5.7 APPEARANCE:

The product must be packaged in the manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water soluble, the plastic pail or moisture proof carton with plastic liner must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping and storage.

### 3.5.8 CHEMICAL AND PHYSICAL REQUIREMENTS:

The neutral floor cleaner shall conform to the chemical requirements listed in Table I below:

#### 3.5.8.1 TABLE I REQUIREMENTS

REQUIREMENT	MINIMUM PERCENTAGE	MAXIMUM PERCENTAGE	ASTM TEST METHOD
Moisture and Volatile Matter at 105 deg. C	-----	10%	D501
Total Surfactant Content	2%	-----	D501/D460
pH (1% solution)	6.0	9.0	E70
Carbonates as Na <sub>2</sub> CO <sub>3</sub>	10%	-----	D501/D460
Phosphates	-----	None	D501
Solubility	Must be 100%	-----	D501/D460
Flash Point	-----	None	D56

### 3.5.9 COLOR:

The color of the powdered neutral floor cleaner must be orange. The presence of foreign particles is unacceptable.

### 3.5.10 ODOR:

The neutral floor cleaner packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor and shall not impart such odors to walls, floors, or any surface on which the product will be use.

### 3.5.11 ABRASIVENESS/CORROSION:

The neutral floor cleaner must be non-abrasive and non-corrosive in regards to all types of hard surfaces including, steel, porcelain, ceramic tile, and sealed surfaces.

### 3.5.12 PACKAGING:

**The finished product must be packaged in individual pre-measured 0.50 ounce packets.** The packet material must be water-soluble and biodegradable. The requested packaging method is one hundred and eighty (180) 0.5 oz. packets per case. This quantity of one hundred and eighty (180) packets per case may vary by (+) or (-) 20%. **However, each case must contain two (2) pail/cartons, regardless of the number of packets per case. Failure to**

**provide two (2) pails/cartons will result in the rejection of its bid proposal for this line items only. The packets must be contained in moisture resistant plastic pails or plastic lined cartons.**

### 3.5.13 LABELING:

The product labeling must be in compliance with Section 3.9 of this RFP. Each plastic pail or carton must be labeled with the following information:

- Brand and Manufacturer's Name
- Name of Product
- Quantity/Net Weight Enclosed
- Directions for Use
- Recommended Storage Precautions
- EPA Number (where applicable)
- CAS Number (where applicable)
- Ingredients

The containers shall be labeled in accordance with the Federal Hazardous Substances Act (CFR Title 16, Part 1500) and the N.J. Right to Know Requirement. The Directions for Use must include the proper ratios of 3, 4, 5, and 6 gallons of water per packet depending on type of usage.

Each shipment of product must include a copy of the Material Safety Data Sheet.

### 3.5.14 SHELF LIFE:

The finished packaged product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent effectiveness for a minimum of one (1) year stored in closed shipping containers at a temperature range from 32 to 100 degrees F. The internal product and packet material shall also remain dry under variable external humidity conditions and thus retain its shelf life of one (1) year minimum.

## 3.6 DELIVERY SITE

All orders must be shipped to the following location:

**Distribution and Support Services (DSS)**

*1620 Stuyvesant Avenue*

*Trenton NJ 08625*

*ATTN: Barry Loda*

### 3.7 MINIMUM ORDER DELIVERIES:

The State (DSS) will place order for the minimum number of cases specified in pricing lines 00001-00005 respectively. These orders are to be shipped F.O.B. to the delivery location listed under Section 3.6 of this RFP.

## 3.8 POST-AWARD TESTING

3.8.1 This provision applies to laboratory/in-service testing after the contracts are awarded. The State reserves the right to have Using Agencies and/or Quality Assurance Laboratory (The State of New Jersey Laboratory, DSS) test samples randomly for phosphate content and chemical composition. If a dispute arises, randomly collected samples will be mailed to an independent laboratory, which specializes in the analysis of the types of products covered under this RFP. The contractor shall pay all costs for such independent lab testing.

3.8.2 If the sample tested does not conform with the specifications, the contractor will replace or refund the cost of the identifiable batch of nonconforming material to the State and any direct damages caused by the State's use thereof. The contractor will also be subject to having his contract canceled and charged any difference in price incurred by the State for purchasing the product elsewhere.

### 3.9 PACKAGING, LABELS AND DELIVERY

3.9.1 All janitorial chemicals shall be packed in commercial containers of the type and kind commonly used for this purpose, and to be constructed as to insure acceptance and safe delivery.

NOTE: Specific packaging instructions for each price line item are provided under the technical specification for each item and on the corresponding price line on the price sheet.

3.9.2 Payments will be based on the unit and the contract unit price no matter what size container; case, bottle or bag is ordered. The only payments made under the contract will be made for chemicals.

3.9.3 Net weight or net volume of contents shall appear on each and every container, case, bottle or bag shipped to DSS.

3.9.4 The contractor shall furnish various chemicals packed in container, case, bottle or bag that shall have the following markings:

**Product Name**  
**Quantity of Packets in a Pail**  
**Phosphate requirement**

3.9.5 Any products that pose potential hazards to person or property shall have a warning label. Products that require special storage must have storage instructions. Labels and labeling shall conform to all Federal Regulatory Requirements including Federal Hazardous Substance Act (CFR Title 16, Part 1500) and N.J. Right to Know Requirement.

3.9.6 A Material Safety Data Sheet (MSDS) must be submitted for each line item on the contract, with each shipment made to the Agency. Each delivered case must contain a representative copy of the official Material Safety Data Sheet for the formulated final product.

3.9.7 The state reserves the right to request product samples, accompanied by MSDS, at the time of bid evaluation.

3.9.8 The contractor shall deliver the product(s) within 14 days of receipt of order. The product shall be palletized shrink wrapped when appropriate. The contractor shall be able to make delivery and provide services to all locations in New Jersey.

3.9.9 Contractor(s) are required to notify the DSS at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.



## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

### 4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
<b>Forms</b>	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">Appendix 1 - 1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue

#### 4.4.1 FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

##### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

##### 4.4.1.4 SET-ASIDE CONTRACTS

This is a Set-Aside Contract for **Category I, II, or III Small Businesses**. The bidder should provide, with its bid proposal, evidence of current and valid registration as a small business from the New Jersey Commerce & Economic Growth Commission (Commerce). In the alternative, evidence that the bidder has registered with Commerce, as a small business, must be received on the date the bid proposal is received and opened.

**\*\*\*\*\*IMPORTANT NOTE: EVEN IF YOU ARE AN INCUMBENT BIDDER AND/OR HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, YOU WILL NEED TO BE SURE THAT YOU ARE REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO CHECK YOUR STATUS IS 609 292-2146.\*\*\*\*\***

#### 4.4.2 SUBMITTALS

##### *LETTER OF AUTHORIZATION*

A letter of authorization from the manufacturer may be submitted with your bid proposal for each/brand bid. This letter must indicate whether you are the manufacturer, distributor or have any other special arrangement to sell the brand bid. If so requested, the bidder must submit the manufacturer's certificate no later than seven (7) days after a verbal or written request by the State. Failure to do so shall result in the rejection of your bid proposal for that brand only.

##### 4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

The bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP with the bidder's bid proposal. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract services numbers for those substances listing any potentially hazardous products, which may

produce gas during or following application. Failure to supply this information will result in rejection of the bid proposal for that particular product(s).

## ***PRODUCT LITERATURE***

The bidder should submit two (2) copies of detailed product literature in addition to the MSDS sheets with its bid proposal. If not submitted with its bid proposal the bidder must submit detailed product literature no later than seven (7) days after a verbal or written request by the State. Failure to do so shall result in the rejection of its bid proposal for that line item only.

### **4.4.2.2 BIDDER DATA SHEET**

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the Using Agency. This service shall be available at no additional charge.

**(PLEASE PRINT OR TYPE)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts: \_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE**

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP.

1. Name of customer provided as reference: \_\_\_\_\_

Name of individual State may contact to verify reference:

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

2. Name of customer provided as reference:

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

3. Name of customer provided as reference

1<sup>st</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

2<sup>nd</sup> individual: \_\_\_\_\_ Phone # of contact person: \_\_\_\_\_

Length of time services provided by the bidder to this customer: \_\_\_\_\_

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.4.2.5 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples for pricing lines 00001 through 00005 for evaluation and testing purposes must be made available at no charge and delivered to DSS, Quality Assurance Unit, at the bidder's expense. Bidders must, within five (5) working days following a request from the State, submit bid samples to the DSS, Quality Assurance Unit, 1620 Stuyvesant Avenue, Trenton, NJ 08625 Attn: Kevin Ryan. Bid samples will not be returned. The Quality Assurance Unit will conduct laboratory tests to assure that the bid samples submitted for pricing lines 00001 through 00005 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines 00001 through 00005. The testing results of the State are final.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.4 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTIONS**

Pricing and information sheets must be completed in their entirety.

4.4.4.1 Bidders shall complete pricing and information listed for each product as follows:

The bidder must submit its price per case on the pricing lines. Each line item award will be based on price per packet not price per case. (Case prices will be used for filling orders only). Failure to fill in number of packets per case will result in the rejection of that price line only.

The bidder must supply the brand, manufacturer, packet size, # of packets, whether it is in a pail or carton and the total number of packets per case. Failure to provide any of the above information for line items 00001-00005 will result in the rejection of its bid proposal for that line item only.

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 5.1 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

#### 5.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### 5.1.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprocurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.

#### 5.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

### 5.2 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions [Appendix 1](#) of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### 5.3 BUSINESS REGISTRATION

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

### 5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### 5.5 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety - (90) days beyond the expiration date of the contract.

### 5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### 5.7 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

### 5.8 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.8.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.8.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.8.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

### 5.9 ITEMS ORDERED AND DELIVERED

The Using Agencies are authorized to order and the contractor is authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency Agencies reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director

may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## 5.10 RESERVED

## 5.11 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

## 5.12 MANUFACTURING/PACKAGING REQUIREMENTS

- 5.12.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- 5.12.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.
- 5.12.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.
- 5.12.4 All weights are net weights. DSS weights shall govern. DSS official weight scales are maintained by the Quality Assurance Unit and shall be used to record weight data.
- 5.12.5 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from DSS premises at the contractor's expense.
- 5.12.6 If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing: DSS, P.O. Box 234, West Trenton, New Jersey 08625; Fax: (609) 530-4582. DSS reserves the right to cancel all or part of any such order and purchase the product elsewhere, charging any price increase and cost of handling, if any, to the contractor.
- 5.12.7 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, DSS reserves the right to cancel all outstanding orders and purchase the product elsewhere, charging any price increase and cost of handling, if any, to the contractor.



- 5.12.8 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase the product elsewhere, charging any increase in price and cost of handling, if any, to the contractor.
- 5.12.9 Items must be stacked on 48 x 40 four (4) way grocery pallets before delivery will be accepted at DSS.
- 5.12.10 Items that are floor loaded upon delivery must be transferred to 48 x 40 four (4) way grocery pallet by the carrier truck driver before delivery will be accepted.
- 5.12.11 Items that are delivered on other than 48 x 40 four (4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.
- 5.12.12 Pallet exchange is available.
- 5.12.13 Segregation of product is required.
- 5.12.14 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.
- 5.12.15 Required Block Patterns: Palletized loads should be built to a maximum height of 65".
- 5.12.16 Full pallets must be broken down to a maximum 65 inches in height by the carrier driver.
- 5.12.17 DSS standards for height and block patterns can be obtained by calling DSS receiving at (609) 530-3314 prior to delivery.
- 5.12.18 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may migrate into the product or the product packaging rendering the product unsaleable. Presence of any of these conditions will be cause for complete rejection of the delivery. In such event, DSS may avail itself of the remedy afforded it under Section 5.12.7.
- 5.12.19 Damaged Goods Upon Delivery: shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized damaged goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS. In such event, DSS may avail itself of the remedy afforded it under Section 5.12.7.
- 5.12.20 Closing Time: The DSS receiving unit closes at 3:00 p.m. daily. All deliveries must be completed by 3:00 p.m. Trucks attempting to deliver goods near 3:00 p.m. may be rejected if load cannot be completely unloaded by 3:00 p.m.
- 5.12.21 Unloading Time Limit: once started, the unloading process may not extend beyond a four (4) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this four (4) hour unloading period has expired. In such event, DSS may avail itself of the remedy afforded it under Section 5.12.7

- 5.12.22 Packing Slip Requirement: all deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.
- 5.12.23 Special Instructions: from time to time DSS may issue special shipping instruction to the contractor, which will supersede the requirements listed above. These special instructions will be relayed to the contractor at the time that order is placed and may affect block patterns or carton marking.
- 5.12.24 Carton (Case) Marking Requirement: all shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two sides so that palletized cartons may be easily identified. In addition to bid specification requirements, the following must be included:

**Contents (industry standard item description)**  
**State contract number**

Cartons not complying with all marking requirements at time of delivery will be refused and returned at contractor's expense. No post delivery of cartons will be permitted at the DSS warehouse or dock.

- 5.12.25 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS. If the contractor combines shipments without proper authorization, the contractor will be assessed the difference in freight charges between separate shipments and combined shipments, if shipment is accepted. Any monies due the State of New Jersey will be deducted from the contractor's payment.

## 5.13 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## 5.14 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a Yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

-Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

- 6.1** For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 Packaging

## **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

- 6.3** One contract award shall be made per line item on the per packet price, with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

## 7.0 ATTACHMENT

1. [New Jersey Standard Terms and Conditions](#)

## **APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.
- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.
- 3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
  1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - a. Issue an award notice for those offers accepted by the State;
    - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
  1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use

the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under .the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.



The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the,

bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

- 4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.